



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
25 Capitol Street – Room 100  
Concord, New Hampshire 03301  
(603) 271-3201 [Office@das.nh.gov](mailto:Office@das.nh.gov)

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Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

January 31, 2024

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

## REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Retroactive** amendment to an existing contract (Contract #8002897) with Raymond's Landscaping, L.L.C. (VC#223766), Concord, NH, for snow removal services to increase the price limitation by \$99,360.00 from \$213,292.00 to an amount up to and not to exceed \$312,652.00 effective upon approval by the Governor and Executive Council through July 31, 2024. The original contract (Contract #8002897) was approved by the Commissioner of the Department of Administrative Services, on July 1, 2021.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

## EXPLANATION

As previously stated, the original contract (Contract #8002897) was approved by the Commissioner of the Department of Administrative Services, on July 1, 2021. It was then subsequently amended with the Department of Administrative Services Commissioner approval on November 10, 2021; and on January 3, 2022.

This requested contract amendment is **Retroactive** due to snow fall which required service prior to amendment approval. The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid (RFB) 2806-24 on August 25, 2023, with responses due on September 13, 2023. RFB 2806-24 was issued for multiple statewide locations to provide snow removal services, including the State Military Reservation. This bid reached one-hundred thirty-nine vendors through NIGP, with twelve additional vendors sourced directly. Nineteen vendors responded; seventeen bids were compliant. The contract is intended to be multi-award.

The compliant low-cost bid for the State Military Reservation on RFB 2806-24 was \$140,000.00. The incumbent, Raymond's Landscaping, L.L.C., was unable to respond to the bid

in a timely manner. Upon further review of RFB 2806-24 and subsequent contact with the incumbent for the contract (Contract #8002897), the incumbent is able to perform the required work for \$99,360.00. The approval of this requested **Retroactive** amendment would reflect a cost avoidance to the State of \$40,640 and increase the current price limitation by \$99,360 from \$213,292, up to an amount not to exceed \$312,652.

Contract financials	
Previous price limitation	\$213,292.00
Apply contract increase this amendment	\$99,360.00
New contract price limitation	\$312,652.00
Current low-cost bid amount	\$140,000.00
Incumbent extension cost	\$99,360.00
Estimated cost avoidance	\$40,640.00

Based on the foregoing, I am respectfully recommending approval of the **Retroactive** contract amendment with Raymond's Landscaping, L.L.C.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

RFB Bid Summary

Bid Description	Snow Plowing Services	Agency	Statewide
RFB#	2806-24	Requisition#	N/A
Agent Name	C. Ryan Fuller	Bid Closing	September 13, 2023 @ 9:00AM

Location	Raymond's Landscaping, L.C.C.	CK Landmark Construction	Amoskeag Maintenance	ASAP Landscaping & Design	Katahdin Property Services LLC
	Bid Amount	Bid Amount	Bid Amount	Bid Amount	Bid Amount
State Military Reservation	\$ 99,360.00	Non Compliant	Non Compliant	\$ 140,000.00	Non Compliant

**Indicates Bid Award**

Recommendation Summary	
Statewide Contract or Amendment	Amendment
Term of Contract	Three (3) Years
Number of Solicitations Received	19
Number of Sourced bidders	12
Number of NIGP Vendors Sourced	139
Number of non-responsive bidders	132
P-37 Checklist Complete	Yes
D&B Report Attached	No
Method of Payment (P-card/ACH)	ACH

<b>Special Notes:</b>	RFB 2806-24 was issued by the Department of Administrative Services through the Bureau of Purchase and Property for multi-agency snow plowing services statewide, with contract award intended to be multi-award. RFB 2806-24 was issued on August 25, 2023, and closed September 13, 2023, at 9:00AM. One-hundred thirty-nine (139) vendors sourced through NIGP codes, with twelve (12) vendors sourced directly. Nineteen (19) vendors responded with seventeen (17) vendors submitting compliant responses. Raymond's Landscaping, L.L.C. was the incumbent and low-cost compliant vendor for the State Military Reservation site at \$99,360. Recommend amending current Raymond's Landscaping, L.L.C. contract (8002897) to add the State Military Reservation site for snow plowing services.
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**THIRD AMENDMENT TO THE CONTRACT  
BETWEEN RAYMOND'S LANDSCAPING, L.L.C.  
AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR SNOW PLOWING SERVICES  
CONTRACT # 8002897**

This Third Amendment (hereinafter referred to as the "Amendment"), dated this <sup>5<sup>th</sup></sup> day of November 2023, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Raymond's Landscaping, L.L.C. (hereinafter referred to as "the Contractor") for Snow Plowing Services.

WHEREAS, pursuant to an agreement effective August 1, 2021, amended by the First Amendment on November 10, 2021, amended by the Second Amendment on January 3, 2022, and set to expire July 31, 2024 (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain snow plowing services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

1.8 \$312,652.00

2. Amend Exhibit B, Add Locations and Site-Specific Snow Removal Requirements for the following:

State Military Reservation

- The State of New Hampshire National Guard locations are first responders in a declared emergency. As such plowing is a priority at these facilities. These facilities are in operation 24 - 7. Normal business hours are Monday through Sunday, 6AM to 4:30PM. All areas are to be plowed and treated by 6:30AM. Vendor will be required to return during all winter events to ensure travel lanes, parking lots, sidewalks, and all entrances and exits are cleared from ice and snow. Vendor shall ensure that all motor pool gates are clear of snow and ice, both inside and outside of the motor pool. Vendor will sign for motor pool keys as required. If lock is iced over, Vendor will thaw lock with approved deicer or deicing method. Vendor will be required to unlock and lock motor pool gates as required. Vendor will take all necessary steps to ensure lock does not ice back over. Vendor may be required to return after vehicles have been moved. Vendor is responsible for all damages that occur from plowing during clean-up. Plowing to include newly built parking lot and sidewalks; parking lot is 37,192 sqft and is asphalt, sidewalks are 5,154 sqft and are concrete.

3. Amend Exhibit C Method of Payments: Add the following locations:

<u>Location Name</u>	<u>Address to be Removed</u>	<u>Fiscal Year 2024 Snow Plowing Season</u>
State Military Reservation	4 Pembroke Road, Concord, NH	\$99,360.00 – Annual \$14,194.28 – Monthly
Total Increase Amount		\$99,360.00

<u>Contract Financials</u>	
Previous Total Price Limitation	\$213,292.00
Apply Contract Increase This Amendment	\$99,360.00
New Total Price Limitation	\$312,652.00

4. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on July 1, 2021, shall remain in full force and effect.

Contractor Initials:   
Date: 11/14/23

By:   
Angela Raymond  
(Print Name)  
Title: Owner  
Date: 11/8/2023

STATE OF NEW HAMPSHIRE  
By:   
Charles M. Aringhaus  
(Print Name)  
Title: Commissioner  
Department of Administrative Services  
Date: 12-6-23

OFFICE OF THE ATTORNEY GENERAL  
By:   
Duncan A. Edgar  
(Print Name)  
Title: Attorney  
Date: December 29, 2023

The foregoing contract was approved by  
the Governor and Council of New  
Hampshire on:

\_\_\_\_\_  
Signed: \_\_\_\_\_  
\_\_\_\_\_  
(Print Name)  
Title: \_\_\_\_\_

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that RAYMOND'S LANDSCAPING, L.L.C. is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on September 27, 2005. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **545007**

Certificate Number: **0006220915**



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of May A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

**Certificate of Authority # 3**

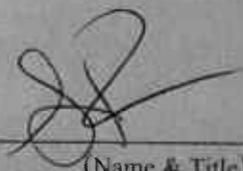
**Limited Partnership or LLC Certification of Authority**

I, Angela Raymond, hereby certify that I am the sole Partner, Member or  
*(Name)*  
Manager and the sole officer of Raymond's Landscaping L.L.C. a limited liability partnership  
*(Name of Partnership or LLC)*

under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization **shall remain valid for thirty (30)** days from the date of this Corporate Resolution.

DATED: 11/28/2023

ATTEST:  OWNER  
*(Name & Title)*  
Angela Raymond



STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX - ROOM 102  
25 CAPITOL ST  
CONCORD NH 03301-6398

DATE: December 21, 2021

CONTRACT FOR: Snow Plowing Services

CONTRACT #: 8002897

COMMODITY/NIGP CODE: 968-72

CONTRACTOR: Raymond's Landscaping LLC VENDOR CODE #: 223766

SUBMITTED FOR ACCEPTANCE BY:



DN: cn=Ryan M Godin, o=Div of  
Procurement Support Services,  
ou=Bureau of Purchase & Property,  
email=Ryan.M.Godin1@das.nh.gov  
, c=US  
Date: 2021.12.21 13:37:56 -05'00'

\_\_\_\_\_  
PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Paul A Rhodes, o=Div  
Procurement Support Services,  
ou=Bureau of Purchase and  
Property,  
email=Paul.A.Rhodes@das.nh.gov,  
c=US  
Date: 2021.12.22 14:35:19 -05'00'

\_\_\_\_\_  
PURCHASING MANAGER/ADMINISTRATOR  
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:



DN: cn=Gary S Lunetta,  
o=Department of Administrative  
Services, ou=Division of  
Procurement Support Services,  
email=Gary.S.Lunetta@das.nh.gov,  
c=US  
Date: 2022.01.03 08:42:37 -05'00'

\_\_\_\_\_  
GARY S. LUNETTA, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW  
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



\_\_\_\_\_  
CHARLES M. ARLINGHAUS, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 1-3-22

**SECOND AMENDMENT TO THE CONTRACT  
BETWEEN RAYMOND'S LANDSCAPING, LLC.  
AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR SNOW PLOWING SERVICES  
CONTRACT # 8002897**

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 31 day of December, 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Raymond's Landscaping, LLC. (hereinafter referred to as "the Contractor") for Snow Plowing Services.

WHEREAS, pursuant to an agreement effective August 1, 2021, amended by the First Amendment on November 10, 2021, and set to expire July 31, 2024 (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Snow Plowing services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

1.8     \$213,292.00

2. Amend Exhibit B Scope of Services; add the following location:

Old Labor Building 19 Pillsbury Street	Concord	Martin Schmitt (603) 271-7792 <a href="mailto:martin.j.schmitt@das.nh.gov">martin.j.schmitt@das.nh.gov</a>	Martin Schmitt (603) 271-7792 <a href="mailto:martin.j.schmitt@das.nh.gov">martin.j.schmitt@das.nh.gov</a>	All parking spaces and travel lanes shall be cleared and treated with ice melt prior to 7am M-F And by 9am on weekends and holidays unless otherwise specified. During business hours storms the Vendor shall provide snowplowing service as needed to ensure that no more than two inches have accumulated in travel lanes. All parking spaces shall be useable to the extent possible. Sand and/or salt shall be applied to all parking spaces and travel lanes to ensure that they are kept clear
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Contractor Initials: JS  
Date: 12/21/21

				<p>of snow and ice hazards each time the parking lot and travel lanes are plowed.</p> <p>If under 2 inches of snow has accumulated Vendor should provide plowing and salt/sand after business hours so the parking spaces and travel lanes are clear of snow and ice hazards by 7am.</p> <p>There is no minimum amount of ice before all parking spaces and travel lanes should be treated.</p> <p>No pushing snow against the building.</p> <p>The expectation during a snow storm is black and wet pavement in the travel lanes and empty parking spaces and 24 hours after the snow storm all travel lanes and parking spaces have black and dry pavement.</p> <p>If parking lots or parking spaces have a roadway going into or by the parking lot and parking spaces the vendor is responsible for removing any snow the roadway plow trucks have left in parking spaces and roadways.</p> <p>Snow piling in Handicap spaces is prohibited. All Handicap spaces should be completely clear of snow and ice at all times with the exception that there is a car parked in them.</p> <p>Snow piling in travel lanes is prohibited.</p> <p>Snow piling in parking</p>
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Contractor Initial: *JR*  
 Date: *4/24/21*

spaces is not to exceed 5 percent of total parking spaces. Snow piling is not allowed in travel lanes. The State may request that snow not be piled in certain areas or parking spaces. If snow piles take up more than 5 % of parking lot Vendor may be asked to remove the snow off site. The State shall allow the Vendor to store equipment on site per pre arrangement with the state when space is available. Plowing snow onto walkways is prohibited, Vendor is responsible for removal of any snow plowed onto sidewalks. Vendor is not allowed to plow in fire hydrants and will be responsible for removal of any snow that they have plowed in and around fire hydrants. Vendor may be called in for ice or snow removal at any time between storms for the following conditions snow melt that has refrozen, blowing or drifting snow, ice fog or the parking lot was not cleared after a snow storm. For spring cleanup, the Vendor shall be responsible for repair of any damages and shall sweep plowed areas removing all debris after all the snow is melted. Primary business hours are 7 am to 5 pm Monday thru Friday

Contractor Initials: *JK*  
Date: *1/21/21*

3. Amend Payment & Pricing; add the following payment terms for the period November 1, 2021 through July 31, 2024:

Location Name	Location to be serviced	Town/City	August 2021 - July 2022	August 2022 - July 2023	August 2023 - July 2024	Total
Old Labor Building	19 Pillsbury Street	Concord	\$ 3,495.00	\$ 3,499.25	\$ 3,500.00	\$ 10,494.25

4. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on August 1, 2021, shall remain in full force and effect.

2.

RAYMOND'S LANDSCAPING, LLC.

By: [Signature]  
JEFFREY RAYMOND  
(Print Name)

Title: OWNER

Date: 12/21/2021

STATE OF NEW HAMPSHIRE

By: [Signature]  
Charles M. Arlinghaus  
(Print Name)

Title: Commissioner,  
Department of Administrative Services

Date: 1-3-22

Contractor Initials: [Signature]  
Date: 12/21/21

# Raymond's Landscaping LLC

211 Bog Road  
Concord, NH 03303  
603-365-3100

## CERTIFICATE OF VOTE

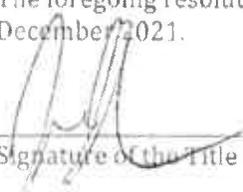
I, Jeffrey Raymond, do hereby certify that:

1. I am duly elected owner of Raymond's Landscaping LLC.  
(herein after referred to as the "Corporation").

**RESOLVED:** That the Corporation desires and is hereby authorized to enter into a contract with the State of New Hampshire, Department of Administrative Services for excavation Services contract.

**RESOLVED:** That the Owner, Jeffrey Raymond, hereby is authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, as he/she may deem necessary, desirable or appropriate.

The foregoing resolutions have not been amended or revoked and remain in full force and effect as of 21 December, 2021.

  
\_\_\_\_\_  
Signature of the Title of the Corporation

\_\_\_\_12/21/2021\_\_\_\_  
Date

(Corporate Seal if any)

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

On this the 21<sup>st</sup> day of December, 2021, before me, Angela Raymond, the officer personally appeared Jeffrey Raymond, who acknowledged him/herself as the duly elected owner of Raymond's Landscaping, LLC.

In witness whereof I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public  
My commission expires date

ANGELA K. RAYMOND  
Justice of the Peace - New Hampshire  
My Commission Expires September 27, 2022

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RAYMOND'S LANDSCAPING, L.L.C. is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on September 27, 2005. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 545007

Certificate Number: 0005350098



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 15th day of April A.D. 2021.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Janice Jobin <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> manch.certs@crossagency.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Ohio Security Ins Co	<b>NAIC #</b> 24082
		<b>INSURER B:</b> Ohio Casualty Ins. Co	24074
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 21-22 All lines                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			BKS56885815	10/14/2021	10/14/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Limited Pollution \$ 100,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAS56885815	10/14/2021	10/14/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO56885815	10/14/2021	10/14/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	XWS56885815 (3a.) NH	10/14/2021	10/14/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Covering operations of the insured during the policy period. Notice of cancellation to certificate holder is 30-days. 10-days non-payment on CGL, BA & umbrella policies.

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Administrative Services Bureau of Purchasing & Propert. 25 Capitol Street, Room 2 Concord NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Coverage Is Provided In:  
Ohio Security Insurance Company

Policy Number:  
**BKS (22) 56 88 58 15**  
Policy Period:  
**From 10/14/2021 To 10/14/2022**  
12:01 am Standard Time  
at Insured Mailing Location

**Common Policy Declarations**

Named Insured	Agent
RAYMONDS LANDSCAPING LLC 211 Bog Rd Concord, NH 03303	(603) 669-3218 HAI, INC DBA CROSS INSURANCE - MANCHESTER 1100 ELM ST MANCHESTER, NH 03101-1500

**SUMMARY OF LOCATIONS**

This policy provides coverage for the following under one or more coverage parts. Please refer to the individual Coverage Declarations Schedules, or: the individual Coverage Forms for locations or territory definition for that specific Coverage Part.

0001 211 Bog Rd, Concord, NH 03303-1002

**POLICY FORMS AND ENDORSEMENTS**

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 00 01 04 13	Commercial General Liability Coverage Form - Occurrence
CG 01 12 12 19	New Hampshire Changes
CG 01 52 04 17	New Hampshire Changes - Premium Audit Condition
CG 20 10 04 13	Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization
CG 21 06 05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
CG 21 29 04 13	NH Amendment of Liquor Liability Exclusion - Exception For Scheduled Activities
CG 21 47 12 07	Employment-Related Practices Exclusion

In witness whereof, we have caused this policy to be signed by our authorized officers.

Mark Touhey  
Secretary

David Long  
President

To report a claim, call your Agent or 1-844-325-2467  
DS 70 21 11 16



Coverage Is Provided In:  
Ohio Security Insurance Company

Policy Number:  
**BKS (22) 56 88 58 15**  
Policy Period:  
**From 10/14/2021 To 10/14/2022**  
12:01 am Standard Time  
at Insured Mailing Location

**Common Policy Declarations**

Named Insured	Agent
RAYMONDS LANDSCAPING LLC 211 Bog Rd Concord, NH 03303	(603) 669-3218 FIAI, INC DBA CROSS INSURANCE - MANCHESTER 1100 ELM ST MANCHESTER, NH 03101-1500

**POLICY FORMS AND ENDORSEMENTS - CONTINUED**

This section lists all of the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 21 67 12 04	Fungi or Bacteria Exclusion
CG 21 73 01 15	Exclusion of Certified Acts of Terrorism
CG 21 86 12 04	Exclusion - Exterior Insulation and Finish Systems
CG 21 87 01 15	Conditional Exclusion of Terrorism - (Relating to Disposition of Federal Terrorism Risk Insurance Act)
CG 21 96 03 05	Silica or Silica-Related Dust Exclusion
CG 22 79 04 13	Exclusion - Contractors - Professional Liability
CG 22 92 12 07	Snow Plow Operations Coverage
CG 22 93 04 13	Lawn Care Services - Limited Pollution Coverage
CG 24 26 04 13	Amendment of Insured Contract Definition
CG 26 55 11 08	New Hampshire Changes - Amendment Of Representations Condition
CG 80 61 05 11	Amendment of Cancellation Provisions
CG 84 94 12 08	Exclusion - Consolidated Insurance Programs Wrap-Up
CG 84 99 01 12	Non-Cumulation Of Liability Limits Same Occurrence
CG 88 10 04 13	Commercial General Liability Extension
CG 88 60 12 08	Each Location General Aggregate Limit
CG 88 65 12 08	Voluntary Property Damage Extension
CG 88 67 12 08	Property Damage - Borrowed Equipment - \$100,000 Limit
CG 88 70 12 08	Construction Project(s)-General Aggregate Limit (Per Project)
CG 88 72 12 08	Off Premises Property Damage Including Care, Custody or Control
CG 88 80 12 08	Property Damage - Customers' Goods (\$100,000 Limit)
CG 88 81 10 14	Contractors Limited Pollution Liability Coverage - Job Sites
CG 88 86 12 08	Exclusion - Asbestos Liability
CG 89 02 12 08	Employment Practices Liability Coverage Form

To report a claim, call your Agent or 1-844-325-2467

DS 70 21 11 16



Coverage Is Provided In:  
Ohio Security Insurance Company

Policy Number:  
**BKS(22) 56 88 58 15**  
Policy Period:  
**From 10/14/2021 To 10/14/2022**  
12:01 am Standard Time  
at Insured Mailing Location

**Common Policy Declarations**

<b>Named Insured</b>	<b>Agent</b>
RAYMONDS LANDSCAPING LLC 211 Bog Rd Concord, NH 03305	(603) 669-3218 FIAL, INC DBA CROSS INSURANCE - MANCHESTER 1100 ELM ST MANCHESTER, NH 03101-1500

**POLICY FORMS AND ENDORSEMENTS - CONTINUED**

This section lists all of the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

<b>FORM NUMBER</b>	<b>TITLE</b>
CG 89 70 04 13	Amendment of Cancellation Provisions
CG 93 23 03 19	Blanket Additional Insured - Owners, Lessees, or Contractors - Automatic Status and Conform to Contract When Required in Written Construction Agreement - Ongoing and Completed Operations
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 01 35 01 21	New Hampshire Changes - Cancellation and Nonrenewal
IL 88 16 07 12	Conditional Exclusion of Terrorism - (Relating to Disposition of Federal Terrorism Risk Insurance Act)
IL 88 37 01 15	Exclusion Of Certified Acts Of Terrorism
LC 88 06 04 12	New Hampshire Changes - Punitive Or Exemplary Damages Exclusion
NP 74 26 04 13	Notice to Policyholder Fully Earned Minimum Premium Endorsements

To report a claim, call your Agent or 1-844-325-2467

DS 70 21 11 16



**Coverage Is Provided In:**  
 Ohio Security Insurance Company, a stock company  
 Domiciled in New Hampshire  
 175 Berkeley Street, Boston, MA 02116

Policy Number:  
**BAS (22) 56 88 58 15**  
 Policy Period:  
**From 10/14/2021 To 10/14/2022**  
 12:01 am Standard Time  
 at Insured Mailing Location

### Common Policy Declarations

Named Insured	Agent
RAYMONDS LANDSCAPING LLC	(603) 669-3218 FIAI, INC DBA CROSS INSURANCE - MANCHESTER

### POLICY FORMS AND ENDORSEMENTS - continued

FORM NUMBER	TITLE	STATE(S) APPLICABLE
AC 31 02 08 15	New Hampshire Uninsured Motorists Coverage	NH
AC 84 59 06 14	State Application Of Terrorism Exclusion Endorsements Involving Nuclear, Biological Or Chemical Terrorism	NH
AC 84 68 11 14	Designated Insured - NonContributing New Hampshire	NH
AC 85 01 06 18	Business Auto Coverage Enhancement Endorsement	NH
CA 00 01 03 06	Business Auto Coverage Form	NH
CA 02 62 01 21	New Hampshire Changes - Cancellation and Nonrenewal	NH
CA 04 32 02 08	New Hampshire Loss Payable Clause	NH
CA 20 65 08 15	New Hampshire Lessor - Additional Insured and Loss Payee	NH
CA 23 45 11 16	Public or Livery Passenger Conveyance and On - Demand Delivery Services Exclusion	NH
CA 23 85 01 06	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism	NH
CA 23 87 01 06	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits	NH
CA 23 89 01 06	Alaska Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits	NH
CA 23 93 01 06	Washington Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism	NH
CA 85 47 12 93	Temporary Substitute Auto - Physical Damage Insurance	NH
CA 85 53 12 93	Recreational Trailers and Boat Trailers	NH
CA 88 60 07 12	Amendment of Cancellation Provisions	NH
CA 88 63 09 12	Amendment Of Cancellation Provisions	NH
CA 88 70 07 13	State Application Of Pollution Liability - Broadened Coverage Covered Autos - Business Auto, Motor Carrier And Truckers Coverage Form	NH
CA 99 03 03 06	Auto Medical Payments Coverage	NH
CA 99 10 09 02	Drive Other Car Coverage - Broadened Coverage for Named Individuals	NH
CA 99 48 03 06	Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers Coverage Forms	NH

To report a claim, call your Agent or 1-844-325-2467

DS 70 21 11 16



Coverage Is Provided In:

The Ohio Casualty Insurance Company

Policy Number.

USD (22) 56 88 58 15



POLICY FORMS AND ENDORSEMENTS

This section lists all the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CN190 11 07 18	Reporting A Commercial Claim 24 Hours A Day
CU 60 02 06 97	Commercial Umbrella Coverage Form
CU 60 22 06 97	Uninsured/Underinsured Motorists Coverage - Following Form
CU 60 38 01 15	Certified Acts Of Terrorism Exclusion
CU 61 06 01 13	Auto Liability - Following Form
CU 61 50 10 18	Contractors Limitation Endorsement
CU 62 16 01 21	New Hampshire Changes - Cancellation and Nonrenewal
CU 63 39 06 97	Punitive or Exemplary Damages Exclusion
CU 63 44 06 97	Foreign Liability - Following Form
CU 64 00 12 04	Exterior Insulation and Finish System - Exclusion
CU 64 79 05 09	Exclusion - Recording and Distribution of Material or Information in Violation of the Law
CU 64 82 10 17	Amendment - Electronic Data
CU 64 87 10 05	Economic or Trade Sanctions Condition Endorsement
CU 64 92 01 13	Mobile Equipment - Following Form
CU 64 95 12 07	Waiver Transfer Rights of Recovery Against Others

In witness whereof, we have caused this policy to be signed by our authorized officers.

Mark Touhey  
Secretary

David Long  
President

To report a claim, call your Agent or 1-844-325-2467  
DS 70 23 01 08



Coverage Is Provided In:  
The Ohio Casualty Insurance Company

Policy Number:  
USO (22) 56 88 58 15

## POLICY FORMS AND ENDORSEMENTS - continued

This section lists all the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CU 88 01 12 02	War Liability Exclusion
CU 88 02 05 09	Non-Cumulation of Liability (Same Occurrence)
CU 88 03 12 07	Employment Related Practices Exclusion
CU 88 23 07 14	Amendment of Liquor Liability Exclusion - Exception For Scheduled Premises or Activities
CU 88 31 05 09	Personal and Advertising Injury - Following Form
CU 88 39 07 14	Amendment of Definition of Insured
CU 88 80 03 05	Silica Or Silica-Related Dust Exclusion
CU 89 04 12 04	New Hampshire Changes - Fungi or Bacteria Exclusion
*CU 89 07 06 12	Amendment of Cancellation Provisions
CU 89 15 06 12	Amendment of Cancellation Provisions - Scheduled Person or Organization
CU 89 19 01 13	Amendment of Watercraft Exclusion
CU 89 21 07 15	Amendment of Aircraft Exclusion
CU 89 26 01 07	Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act)
CU 89 44 08 17	Contractors Errors And Omissions Exclusion
CU 89 45 10 14	Access or Disclosure Of Confidential Or Personal Information And Data-Related - Liability with Limited Bodily Injury Exception Exclusion
CU 89 74 07 15	New Hampshire Changes - Amendment Limits of Insurance
CU 90 42 07 16	New Hampshire - Crisis Management Coverage
CU 90 49 04 17	New Hampshire Changes - Audit Condition
CU 90 52 10 17	Damage To Property Amendment
CU 90 60 12 19	New Hampshire Changes

To report a claim, call your Agent or 1-844-325-2467

DS 70 23 01 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### AMENDMENT OF CANCELLATION PROVISIONS

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Any term or provision of the Cancellation Conditions of the policy or any endorsement amending or replacing such Conditions is amended by the following:

If you have agreed in a written contract or written agreement to provide a person or organization notice of cancellation we agree to the following:

Provide 30 days prior written cancellation notice to such person or organization for reasons other than nonpayment of premium, but only if we are provided with a schedule of persons or organizations with whom you have agreed to provide notification more than 30 days before the cancellation is to take effect.

For purposes of this endorsement, knowledge of the agent as to the persons or organizations requesting notice of cancellation is insufficient to invoke our duty to provide notice of cancellation unless the identity of the persons or organizations is provided directly to us in accordance with the terms of this endorsement.

Failure to provide notice to a person or organization in accordance with the terms of this endorsement shall not extend the effective date of the cancellation or otherwise affect cancellation of the policy as to any insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### AMENDMENT OF CANCELLATION PROVISIONS

Any term or provision of the Cancellation Conditions of the policy or any endorsement amending or replacing such Conditions is amended by the following:

If you have agreed in a written contract or written agreement to provide a person or organization notice of cancellation we agree to the following:

- a. Provide 30 days prior written cancellation notice to such person or organization for reasons other than nonpayment of premium, but only if we are provided with a schedule of persons or organizations with whom you have agreed to provide notification more than 30 days before the cancellation is to take effect.

For purposes of this endorsement, knowledge of the agent as to the persons or organizations requesting notice of cancellation is insufficient to invoke our duty to provide notice of cancellation unless the identity of the persons or organizations is provided directly to us in accordance with the terms of this endorsement.

Failure to provide notice to a person or organization in accordance with the terms of this endorsement shall not extend the effective date of the cancellation or otherwise affect cancellation of the policy as to any insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### AMENDMENT OF CANCELLATION PROVISIONS

This endorsement modifies insurance provided under the following:

#### COMMERCIAL UMBRELLA COVERAGE PART

Any term or provision of the Cancellation Conditions of the policy or any endorsement amending or replacing such Conditions is amended by the following:

If you have agreed in a written contract or written agreement to provide a person or organization notice of cancellation we agree to the following:

- a. Provide 30 days prior written cancellation notice to such person or organization for reasons other than nonpayment of premium, but only if we are provided with a schedule of persons or organizations with whom you have agreed to provide notification more than 30 days before the cancellation is to take effect.

For purposes of this endorsement, knowledge of the agent as to the persons or organizations requesting notice of cancellation is insufficient to invoke our duty to provide notice of cancellation unless the identity of the persons or organizations is provided directly to us in accordance with the terms of this endorsement.

Failure to provide notice to a person or organization in accordance with the terms of this endorsement shall not extend the effective date of the cancellation or otherwise affect cancellation of the policy as to any insured.

STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX - ROOM 102  
25 CAPITOL ST  
CONCORD NH 03301-6398

DATE: November 9, 2021

CONTRACT FOR: Snow Plowing Services

CONTRACT #: 8002897

COMMODITY/NIGP CODE: 968-72

CONTRACTOR: Raymond's Landscaping LLC VENDOR CODE #: 223766

SUBMITTED FOR ACCEPTANCE BY:



DN: cn=Ryan M Godin, o=Div of  
Procurement Support Services,  
ou=Bureau of Purchase & Property,  
email=Ryan.M.Godin1@das.nh.gov  
, c=US  
Date: 2021.11.09 11:03:21 -05'00'

PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Paul A Rhodes, o=Div  
Procurement Support Services,  
ou=Bureau of Purchase and  
Property,  
email=Paul.A.Rhodes@das.nh.gov,  
c=US  
Date: 2021.11.09 16:25:39 -05'00'

PURCHASING MANAGER/ADMINISTRATOR  
BUREAU OF PURCHASE AND PROPERTY

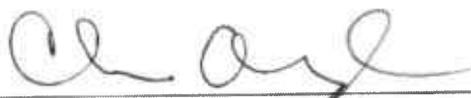
APPROVED FOR ACCEPTANCE BY:



DN: cn=Gary S Lunetta,  
o=Department of Administrative  
Services, ou=Division of  
Procurement Support Services,  
email=Gary.S.Lunetta@das.nh.gov,  
c=US  
Date: 2021.11.10 13:53:01 -05'00'

GARY S. LUNETTA, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW  
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 11-10-21

FIRST AMENDMENT TO THE CONTRACT  
BETWEEN RAYMOND'S LANDSCAPING, LLC.

AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR SNOW PLOWING SERVICES  
CONTRACT # 8002897

This First Amendment (hereinafter referred to as the "Amendment"), dated this 18<sup>th</sup> day of November, 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Raymond's Landscaping, LLC. (hereinafter referred to as "the Contractor") for Snow Plowing Services.

WHEREAS, pursuant to an agreement effective August 1, 2021 set to expire July 31, 2024 (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Snow Plowing services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties:

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:  
1.8 \$202,797.75

2. Amend Exhibit B Scope of Services; add the following location:

Facility Address	Town	Agency Contact	Location Contact	Special Requirements
State Military Reservation 4 Pembroke Road	Concord	Joseph Dyrkacz 603-715-3655 joseph.m.dyrkacz.nfg@mail.mil	Joseph Dyrkacz 603-715-3655 joseph.m.dyrkacz.nfg@mail.mil	<p>The State of New Hampshire National Guard locations are first responder's in a declared emergency as such plowing is a priority at these facilities. The facilities are in operation 24 - 7. Normal business hours are Monday thru Sunday 6:00 AM to 6:00 PM. All areas to include travel lanes, parking spaces, walkways and emergency access points to the buildings need to be plowed out shoveled and treated by 5:00 AM.</p> <p>Contractor shall provide snow plowing as needed to ensure that not more then (2) inches of snow accumulates in travel lanes, parking spaces, walkways and all entrances or access areas to the buildings.</p> <p>The contractor will be required during any winter event to make sure that travel lanes parking spaces, walkways, and emergency exits are cleared from ice and snow and will be at bare pavement prior to leaving the location.</p> <p>The compound gates shall be cleared of snow and ice to open freely. Contractor shall remove all snow and ice from all motor pool gates (inside and outside of motor pool gates) any snow and ice that prevents or hinders the complete and full operation and or movement of the gates will be removed by the contractor. Contractor will have a key or access badge they sign for to unlock and lock the gates if necessary. If the contractor finds that the lock on the gate is frozen and cannot unlock the gate the contractor will thaw frozen lock with water or lock deicer. Contractor will take measure to prevent the compound gate lock form freezing. Contractor will be responsible at their own expense for lost or missing keys or access badges at the location and may be required to replace all locks and keys due to security reasons.</p> <p>Contractor may be required to come back to plow compound after trucks have been moved. When plowing the parking areas, plow areas so that the snow does not block or is pushed into the compound gates. This is to ensure mission readiness.</p> <p>Driveway entrances and exits shall have a clear view of oncoming traffic.</p> <p>All outside emergency entranceways, walkways including maintenance ways and emergency exit ways need to be clear of snow and ice for emergency egress.</p> <p>When plowing the parking areas there is a dumpster cage that needs to be free of snow. Do not plow into dumpster cage gates pull snow away from dumpster gates.</p> <p>Rock salt should be used in parking lots. Contractor should</p>
		Adam Sheldon (603)-715-3722 adam.a.sheldon.nfg@mail.mil	Adam Sheldon (603)-715-3722 adam.a.sheldon.nfg@mail.mil	

avoid using sand unless there is a need or safety concern. Contractor will need to notify the site supervisor if another product will be used and determination will be at the discretion of the supervisor or his designee.

No rock salt or sand on sidewalks. Magnesium or potassium chloride should be used on sidewalks. Salt and sand barrels shall be placed at the building entrances and exits each plow season no later than November 1 and removed no later than May 15. The Vendor shall be responsible for filling them.

All building sidewalks means of egress, doorways and overhead doors are included.

Salting and sanding shall occur at any time conditions warrant the following are examples: freezing rain, black ice, sleet, spring melt off and snow drift clean up.

After the storm is complete all travel lanes, parking spaces, walkways and all entrances or access areas to the buildings need to be cleaned and at bare pavement before the next business day.

All damages that occurs during the winter months by the contractor will need to be fixed and signed off by a designated person at the location.

The contractor and Contractors staff will be given copies, and will be required to read and sign the Scope of Work, and Snow Plow Specific Requirements.

All vehicles and the Vendor's employees are subject to search when entering and leaving the facility and while on the facility.

Contractor shall supply a list of employees who will work on site and keep the sign-in list updated. There will be no admittance to the Contractor or the Contractors staff if they are not on the sign-in list.

There is no smoking on the facility

3. Amend Payment & Pricing: add the following payment terms for the period November 1, 2021 through July 31, 2024:

Location Name	Location to be serviced	Town/City	Facility Contract	Location Contact	November 2021 - July 2022	Total
State Military Reservation	4 Pembroke Road	Concord	Joseph Dyrkocz 603-715-3655 joseph.m.dyrkacz.nfg@mail.mil  Adam Sheldon (603)-715-3722 adam.a.sheldon.nfg@mail.mil	Joseph Dyrkacz 603-715-3655 joseph.m.dyrkacz.nfg@mail.mil  Adam Sheldon (603)-715-3722 adam.a.sheldon.nfg@mail.mil	\$ 92,000.00	\$92,000.00

4. Amend Invoice: Add the following invoicing terms:

The contracted rate for the contract term period is November through April should be billed in (6) monthly instalments.

5. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on August 1, 2021, shall remain in full force and effect.

RAYMOND'S LANDSCAPING, LLC.

By: [Signature]

ANGELA K. RAYMOND  
(Print Name)

Title: OWNER

Date: 11/8/2021

[Signature]

ANGELA K. RAYMOND  
Justice of the Peace - New Hampshire  
My Commission Expires September 27, 2022

STATE OF NEW HAMPSHIRE

By: [Signature]

Charles M. Arlinghaus  
(Print Name)

Title: Commissioner,  
Department of Administrative Services

Date: 11-10-21

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RAYMOND'S LANDSCAPING, L.L.C. is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on September 27, 2005. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **545007**

Certificate Number: **0005350098**



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 15th day of April A.D. 2021.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# Raymond's Landscaping LLC

211 Bog Road  
Concord, NH 03303  
603-365-3100

## CERTIFICATE OF VOTE

I, Jeffrey Raymond, do hereby certify that:

1. I am duly elected owner of Raymond's Landscaping LLC.  
(herein after referred to as the "Corporation").

**RESOLVED:** That the Corporation desires and is hereby authorized to enter into a contract with the State of New Hampshire, Department of Administrative Services for excavation Services contract.

**RESOLVED:** That the Owner, Jeffrey Raymond, hereby is authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, as he/she may deem necessary, desirable or appropriate.

The foregoing resolutions have not been amended or revoked and remain in full force and effect as of 27 October 2021.

\_\_\_\_\_  
Signature of the Title of the Corporation

\_\_11/8/2021\_\_  
Date

*(Corporate Seal if any)*

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

On this the 8<sup>th</sup> day of November, 2021, before me, Angela Raymond, the officer personally appeared Jeffrey Raymond, who acknowledged him/herself as the duly elected owner of Raymond's Landscaping, LLC.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires date

ANGELA K. RAYMOND  
Justice of the Peace - New Hampshire  
My Commission Expires September 27, 2022



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101	CONTACT NAME: Janice Jobin	PHONE (A/C, No, Ext): (603) 669-3218	FAX (A/C, No): (603) 645-4331
	E-MAIL ADDRESS: manch certs@crossagency.com		
INSURED  Raymond's Landscaping LLC c/o Jeffrey Raymond 211 Bog Road Concord NH 03303	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Ohio Security Ins Co		24082
	INSURER B: Ohio Casualty Ins. Co.		24074
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 21-22 All lines REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			BKS56885815	10/14/2021	10/14/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Limited Pollution \$ 100,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAS56885815	10/14/2021	10/14/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO56885815	10/14/2021	10/14/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER-MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	XWS56885815 (3a) NH	10/14/2021	10/14/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Covering operations of the insured during the policy period. Notice of cancellation to certificate holder is 30-days, 10-days non-payment on CGL, BA & umbrella policies.

CERTIFICATE HOLDER  State of New Hampshire Department of Administrative Services Bureau of Purchasing & Propert 25 Capitol Street, Room 2 Concord NH 03301	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

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Coverage is Provided In:  
Ohio Security Insurance Company

Policy Number:  
**BKS (22) 56 88 58 15**  
Policy Period:  
**From 10/14/2021 To 10/14/2022**  
12:01 am Standard Time  
at Insured Mailing Location

**Common Policy Declarations**

Named Insured	Agent
RAYMONDS LANDSCAPING LLC 211 Bog Rd Concord, NH 03303	(603) 669-3218 FIAI, INC DBA CROSS INSURANCE - MANCHESTER 1100 ELM ST MANCHESTER, NH 03101-1500

**SUMMARY OF LOCATIONS**

This policy provides coverage for the following under one or more coverage parts. Please refer to the individual Coverage Declarations Schedules, or, the individual Coverage Forms for locations or territory definition for that specific Coverage Part.

0001 211 Bog Rd, Concord, NH 03303-1002

**POLICY FORMS AND ENDORSEMENTS**

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 00 01 04 13	Commercial General Liability Coverage Form - Occurrence
CG 01 12 12 19	New Hampshire Changes
CG 01 52 04 17	New Hampshire Changes - Premium Audit Condition
CG 20 10 04 13	Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization
CG 21 06 05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
CG 21 29 04 13	NH Amendment of Liquor Liability Exclusion - Exception For Scheduled Activities
CG 21 47 12 07	Employment-Related Practices Exclusion

In witness whereof, we have caused this policy to be signed by our authorized officers.

Mark Touhey  
Secretary

David Long  
President

To report a claim, call your Agent or 1-844-325-2467  
DS 70 21 11 16



Coverage Is Provided In:  
Ohio Security Insurance Company

Policy Number:  
**BKS (22) 56 88 58 15**  
Policy Period:  
**From 10/14/2021 To 10/14/2022**  
12:01 am Standard Time  
at Insured Mailing Location

**Common Policy Declarations**

Named Insured	Agent
RAYMONDS LANDSCAPING LLC 211 Bog Rd Concord, NH 03303	(603) 669-3218 FIAI, INC DBA CROSS INSURANCE - MANCHESTER 1100 ELM ST MANCHESTER, NH 03101-1500

**POLICY FORMS AND ENDORSEMENTS - CONTINUED**

This section lists all of the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 21 67 12 04	Fungi or Bacteria Exclusion
CG 21 73 01 15	Exclusion of Certified Acts of Terrorism
CG 21 86 12 04	Exclusion - Exterior Insulation and Finish Systems
CG 21 87 01 15	Conditional Exclusion of Terrorism - (Relating to Disposition of Federal Terrorism Risk Insurance Act)
CG 21 96 03 05	Silica or Silica-Related Dust Exclusion
CG 22 79 04 13	Exclusion - Contractors - Professional Liability
CG 22 92 12 07	Snow Plow Operations Coverage
CG 22 93 04 13	Lawn Care Services - Limited Pollution Coverage
CG 24 26 04 13	Amendment of Insured Contract Definition
CG 26 55 11 08	New Hampshire Changes - Amendment Of Representations Condition
CG 80 61 05 11	Amendment of Cancellation Provisions
CG 84 94 12 08	Exclusion - Consolidated Insurance Programs Wrap-Up
CG 84 99 01 12	Non-Cumulation Of Liability Limits Same Occurrence
CG 88 10 04 13	Commercial General Liability Extension
CG 88 60 12 08	Each Location General Aggregate Limit
CG 88 65 12 08	Voluntary Property Damage Extension
CG 88 67 12 08	Property Damage - Borrowed Equipment - \$100,000 Limit
CG 88 70 12 08	Construction Project(s)-General Aggregate Limit (Per Project)
CG 88 72 12 08	Off Premises Property Damage Including Care, Custody or Control
CG 88 80 12 08	Property Damage - Customers' Goods (\$100,000 Limit)
CG 88 81 10 14	Contractors Limited Pollution Liability Coverage - Job Sites
CG 88 86 12 08	Exclusion - Asbestos Liability
CG 89 02 12 08	Employment Practices Liability Coverage Form

To report a claim, call your Agent or 1-844-325-2467

DS 70 21 11 16



Coverage Is Provided In:  
Ohio Security Insurance Company

Policy Number:  
**BKS (22) 56 88 58 15**  
Policy Period:  
**From 10/14/2021 To 10/14/2022**  
12:01 am Standard Time  
at Insured Mailing Location

**Common Policy Declarations**

<b>Named Insured</b>	<b>Agent</b>
RAYMONDS LANDSCAPING LLC 211 Bog Rd Concord, NH 03303	(603) 669-3218 FIAL INC DBA CROSS INSURANCE - MANCHESTER 1100 ELM ST MANCHESTER, NH 03101-1500

**POLICY FORMS AND ENDORSEMENTS - CONTINUED**

This section lists all of the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

<b>FORM NUMBER</b>	<b>TITLE</b>
CG 89 70 04 13	Amendment of Cancellation Provisions
CG 93 23 03 19	Blanket Additional Insured - Owners, Lessees, or Contractors - Automatic Status and Conform to Contract When Required in Written Construction Agreement - Ongoing and Completed Operations
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 01 35 01 21	New Hampshire Changes - Cancellation and Nonrenewal
IL 88 16 07 12	Conditional Exclusion of Terrorism - (Relating to Disposition of Federal Terrorism Risk Insurance Act)
IL 88 37 01 15	Exclusion Of Certified Acts Of Terrorism
LC 88 06 04 12	New Hampshire Changes - Punitive Or Exemplary Damages Exclusion
NP 74 26 04 13	Notice to Policyholder Fully Earned Minimum Premium Endorsements

To report a claim, call your Agent or 1-844-325-2467

DS 70 21 11 16



**Coverage Is Provided In:**  
 Ohio Security Insurance Company, a stock company  
 Domiciled in New Hampshire  
 175 Berkeley Street, Boston, MA 02116

Policy Number:  
**BAS (22) 56 88 58 15**

Policy Period:  
**From 10/14/2021 To 10/14/2022**  
 12:01 am Standard Time  
 at Insured Mailing Location

### Common Policy Declarations

Named Insured	Agent
RAYMONDS LANDSCAPING LLC	(603) 669-3218 FIAI, INC DBA CROSS INSURANCE - MANCHESTER

### POLICY FORMS AND ENDORSEMENTS - continued

FORM NUMBER	TITLE	STATE(S) APPLICABLE
AC 31 02 08 15	New Hampshire Uninsured Motorists Coverage	NH
AC 84 59 06 14	State Application Of Terrorism Exclusion Endorsements Involving Nuclear, Biological Or Chemical Terrorism	NH
AC 84 68 11 14	Designated Insured - NonContributing New Hampshire	NH
AC 85 01 06 18	Business Auto Coverage Enhancement Endorsement	NH
CA 00 01 03 06	Business Auto Coverage Form	NH
CA 02 62 01 21	New Hampshire Changes - Cancellation and Nonrenewal	NH
CA 04 32 02 08	New Hampshire Loss Payable Clause	NH
CA 20 65 08 15	New Hampshire Lessor - Additional Insured and Loss Payee	NH
CA 23 45 11 16	Public or Livery Passenger Conveyance and On - Demand Delivery Services Exclusion	NH
CA 23 85 01 06	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism	NH
CA 23 87 01 06	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits	NH
CA 23 89 01 06	Alaska Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits	NH
CA 23 93 01 06	Washington Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism	NH
CA 85 47 12 93	Temporary Substitute Auto - Physical Damage Insurance	NH
CA 85 53 12 93	Recreational Trailers and Boat Trailers	NH
CA 88 60 07 12	Amendment of Cancellation Provisions	NH
CA 88 63 09 12	Amendment Of Cancellation Provisions	NH
CA 88 70 07 13	State Application Of Pollution Liability - Broadened Coverage Covered Autos - Business Auto, Motor Carrier And Truckers Coverage Form	NH
CA 99 03 03 06	Auto Medical Payments Coverage	NH
CA 99 10 09 02	Drive Other Car Coverage - Broadened Coverage for Named Individuals	NH
CA 99 48 03 06	Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers Coverage Forms	NH

To report a claim, call your Agent or 1-844-325-2467



Coverage Is Provided In:  
The Ohio Casualty Insurance Company

Policy Number:  
**USO (22) 56 88 58 15**



**POLICY FORMS AND ENDORSEMENTS**

This section lists all the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CNI90 11 07 18	Reporting A Commercial Claim 24 Hours A Day
CU 60 02 06 97	Commercial Umbrella Coverage Form
CU 60 22 06 97	Uninsured/Underinsured Motorists Coverage - Following Form
CU 60 38 01 15	Certified Acts Of Terrorism Exclusion
CU 61 06 01 13	Auto Liability - Following Form
CU 61 50 10 18	Contractors Limitation Endorsement
CU 62 16 01 21	New Hampshire Changes - Cancellation and Nonrenewal
CU 63 39 06 97	Punitive or Exemplary Damages Exclusion
CU 63 44 06 97	Foreign Liability - Following Form
CU 64 00 12 04	Exterior Insulation and Finish System - Exclusion
CU 64 79 05 09	Exclusion - Recording and Distribution of Material or Information in Violation of the Law
CU 64 82 10 17	Amendment - Electronic Data
CU 64 87 10 05	Economic or Trade Sanctions Condition Endorsement
CU 64 92 01 13	Mobile Equipment - Following Form
CU 64 95 12 07	Waiver Transfer Rights of Recovery Against Others

In witness whereof, we have caused this policy to be signed by our authorized officers.

Mark Touhey  
Secretary

David Long  
President

To report a claim, call your Agent or 1-844-325-2467  
DS 70 23 01 08



Coverage Is Provided In:  
The Ohio Casualty Insurance Company

Policy Number:  
USO (22) 56 88 58 15

**POLICY FORMS AND ENDORSEMENTS - continued**

This section lists all the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CU 88 01 12 02	War Liability Exclusion
CU 88 02 05 09	Non-Cumulation of Liability (Same Occurrence)
CU 88 03 12 07	Employment Related Practices Exclusion
CU 88 23 07 14	Amendment of Liquor Liability Exclusion - Exception For Scheduled Premises or Activities
CU 88 31 05 09	Personal and Advertising Injury - Following Form
CU 88 39 07 14	Amendment of Definition of Insured
CU 88 80 03 05	Silica Or Silica-Related Dust Exclusion
CU 89 04 12 04	New Hampshire Changes - Fungi or Bacteria Exclusion
*CU 89 07 06 12	Amendment of Cancellation Provisions
CU 89 15 06 12	Amendment of Cancellation Provisions - Scheduled Person or Organization
CU 89 19 01 13	Amendment of Watercraft Exclusion
CU 89 21 07 15	Amendment of Aircraft Exclusion
CU 89 26 01 07	Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act)
CU 89 44 08 17	Contractors Errors And Omissions Exclusion
CU 89 45 10 14	Access or Disclosure Of Confidential Or Personal Information And Data-Related - Liability with Limited Bodily Injury Exception Exclusion
CU 89 74 07 15	New Hampshire Changes - Amendment Limits of Insurance
CU 90 42 07 16	New Hampshire - Crisis Management Coverage
CU 90 49 04 17	New Hampshire Changes - Audit Condition
CU 90 52 10 17	Damage To Property Amendment
CU 90 60 12 19	New Hampshire Changes

To report a claim, call your Agent or 1-844-325-2467

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### AMENDMENT OF CANCELLATION PROVISIONS

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Any term or provision of the Cancellation Conditions of the policy or any endorsement amending or replacing such Conditions is amended by the following:

If you have agreed in a written contract or written agreement to provide a person or organization notice of cancellation we agree to the following:

Provide 30 days prior written cancellation notice to such person or organization for reasons other than nonpayment of premium, but only if we are provided with a schedule of persons or organizations with whom you have agreed to provide notification more than 30 days before the cancellation is to take effect.

For purposes of this endorsement, knowledge of the agent as to the persons or organizations requesting notice of cancellation is insufficient to invoke our duty to provide notice of cancellation unless the identity of the persons or organizations is provided directly to us in accordance with the terms of this endorsement.

Failure to provide notice to a person or organization in accordance with the terms of this endorsement shall not extend the effective date of the cancellation or otherwise affect cancellation of the policy as to any insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### AMENDMENT OF CANCELLATION PROVISIONS

Any term or provision of the Cancellation Conditions of the policy or any endorsement amending or replacing such Conditions is amended by the following:

If you have agreed in a written contract or written agreement to provide a person or organization notice of cancellation we agree to the following:

- a. Provide 30 days prior written cancellation notice to such person or organization for reasons other than nonpayment of premium, but only if we are provided with a schedule of persons or organizations with whom you have agreed to provide notification more than 30 days before the cancellation is to take effect.

For purposes of this endorsement, knowledge of the agent as to the persons or organizations requesting notice of cancellation is insufficient to invoke our duty to provide notice of cancellation unless the identity of the persons or organizations is provided directly to us in accordance with the terms of this endorsement.

Failure to provide notice to a person or organization in accordance with the terms of this endorsement shall not extend the effective date of the cancellation or otherwise affect cancellation of the policy as to any insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### AMENDMENT OF CANCELLATION PROVISIONS

This endorsement modifies insurance provided under the following:

#### COMMERCIAL UMBRELLA COVERAGE PART

Any term or provision of the Cancellation Conditions of the policy or any endorsement amending or replacing such Conditions is amended by the following:

If you have agreed in a written contract or written agreement to provide a person or organization notice of cancellation we agree to the following:

- a. Provide 30 days prior written cancellation notice to such person or organization for reasons other than nonpayment of premium, but only if we are provided with a schedule of persons or organizations with whom you have agreed to provide notification more than 30 days before the cancellation is to take effect.

For purposes of this endorsement, knowledge of the agent as to the persons or organizations requesting notice of cancellation is insufficient to invoke our duty to provide notice of cancellation unless the identity of the persons or organizations is provided directly to us in accordance with the terms of this endorsement.

Failure to provide notice to a person or organization in accordance with the terms of this endorsement shall not extend the effective date of the cancellation or otherwise affect cancellation of the policy as to any insured.

STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX - ROOM 102  
25 CAPITOL ST  
CONCORD NH 03301-6398

DATE: July 1, 2021

CONTRACT FOR: Snow Plowing Services

CONTRACT #: TBD - will assign when system comes back up 800 2897

COMMODITY/NIGP CODE: 968-7200

CONTRACTOR: Raymond's Landscaping VENDOR CODE #: 223766

SUBMITTED FOR ACCEPTANCE BY:

\_\_\_\_\_  
PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



Digitally signed by Paul A Rhodes  
DN: cn=Paul A Rhodes, o=Div of  
Procurement Support Services,  
ou=Bureau of Purchase and Property,  
email=Paul.A.Rhodes@das.nh.gov,  
c=US  
Date: 2021.07.01 11:05:13 -04'00'

\_\_\_\_\_  
PURCHASING MANAGER/ADMINISTRATOR  
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:



DN: cn=Gary S Lunetta,  
o=Department of Administrative  
Services, ou=Divison of  
Procurement Support Services,  
email=Gary.S.Lunetta@das.nh.go  
v, c=US  
Date: 2021.07.01 13:35:09 -04'00'

\_\_\_\_\_  
GARY S. LUNETTA, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW  
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.

  
\_\_\_\_\_  
CHARLES M. ARLINGHAUS, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE

7/1/21

**FORM NUMBER P-37 (version 12/11/2019)**

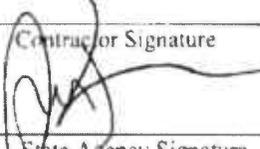
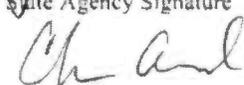
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Raymond's Landscaping, LLC		1.4 Contractor Address 211 Bog Rd Concord NH 03303	
1.5 Contractor Phone Number 603-365-3100	1.6 Account Number Various	1.7 Completion Date 7/31/2024	1.8 Price Limitation \$110,797.75
1.9 Contracting Officer for State Agency Paul Rhodes, Purchasing Manager		1.10 State Agency Telephone Number 603-271-3350	
1.11 Contractor Signature  Date: 4/20/2021		1.12 Name and Title of Contractor Signatory JEFFREY RAYMOND, OWNER	
1.13 State Agency Signature  Date: 7/1/21		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials JR  
 Date 4/20/2021

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all

expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of

any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### **8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

#### **9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

#### **10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

#### **12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property

damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire

Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**EXHIBIT A**  
**SPECIAL PROVISIONS**

There are no special provisions of this contract.

Contractor Initials JP  
Date 4/20/21

**EXHIBIT B  
SCOPE OF SERVICES**

**1. INTRODUCTION**

Raymond's Landscaping, LLC, (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Snow Plow Services in accordance with the bid submission in response to State Request for Bid #2440-21 and as described herein.

**2. CONTRACT DOCUMENTS**

This Contract consists of the following documents ("Contract Documents"):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2440-21

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFB 2440-21."

**3. TERM OF CONTRACT**

This contract shall commence on August 1, 2021 or upon execution by the Commissioner of Administrative Services, whichever is later, and shall continue thereafter for a period of approximately three (3) years.

The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

**4. SCOPE OF WORK**

Contractor shall remove all snow from entrance roadways, parking lots, and other areas of the facilities as listed and specified herein. Contractor shall furnish all equipment, vehicles, labor, and supervision to perform the work specified herein.

Areas requiring snow plowing are to be properly staked prior to the start of each snow season. This is to be completed by the Contractor. If damage is found while the Contractor is staking the property, the Contractor shall be responsible for notifying the Contract Manager in writing. The State of New Hampshire will reject any claim that the area was damaged before snow plowing commenced if the claim was not made before the first storm.

The Contractor shall commence operations as follows:

- Plowing and removal operations shall begin upon the accumulation of two (2) inches of snow or more, unless otherwise specified differently in the facilities' scope of work and

- Salting and sanding shall occur at any time conditions warrant. The following are examples: freezing rain, black ice, sleet, spring melt off, and snow drift clean-up.

Snow is to be removed or sanded/salted as soon as accumulation reaches a depth indicated for each location, every time it snows, and plow continuously for the duration of the storm so as not to allow large accumulations of snow, so that in the event emergency vehicles need to gain access to any part of the location, they will be able to do so. All areas requiring snow removal shall be completed by the times indicated for that location.

The Contractor shall maintain locations with the goal of obtaining bare and dry pavement. Bare pavement should occur as soon as practical after a winter storm terminates.

In the event that plowing operations (by the Contractor, city, town, or state) creates snow banks that impair the vision of vehicles and pedestrians entering and exiting the location, these banks shall be removed to ensure that safe entering and exiting can occur. This shall be completed within forty-eight (48) hours after the cessation of the storm.

For locations that require walkway and sidewalk snow removal the Contractor shall keep walkways and sidewalks safe and passable at all times. The clearing of walkways and sidewalks shall not be done with equipment larger than the width of the walk or sidewalk. Special care must be exercised not to damage commemorative plaques, monument and statutes. Hand shoveling shall be done within three (3) feet of the aforementioned items.

Locations may request roof clearing services as needed and at their discretion. Upon request by the Property Contact, Contractor will supply labor and equipment to remove excessive snow loads from the roof of the property. "Excessive snow loads" will be determined solely by the Property Contact. Contractor will be responsible for supplying all labor and equipment necessary to complete roof snow removal in an efficient manner, including equipment necessary to transport snow blowers and personnel onto the roof. The Property Contact will meet with Contractor prior to the work to set the amount of snow to be removed and the location where snow can be stored. Contractor shall perform the work in a manner that preserves the integrity of the roofing system. Contractor shall make best efforts to perform the work within 48 hours of notice by the Property Contact. Contractor is responsible for snow drift and wind row clean-up. Contractor may be called to return to the site to plow snow drifts during, after, or between storms.

The Contractor may use parking spots to store snow. Snow storage in parking spots shall not exceed five (5) percent of the available spots or as specified by the location. Handicap parking spots shall be kept completely free and clear. Locations that require snow removal in their scope of services, pricing shall be built in the annual fee listed in Exhibit C. Contractor shall provide snow removal services to locations that request it on a case by case situation, at the pricing rates established in Exhibit C. The State does not provide or allow snow removal of snow from one facility to be deposited at another State facility. All removed snow shall be lawfully disposed of.

Under no circumstances shall the Contractor push or plow snow onto public or private walkways and roadways.

The Contractor shall clear concrete walkways and driveways with sand treated with magnesium chloride or other approved product(s) only. No salt shall be used on these surfaces. Snow plow blades used on these surfaces shall be rubber, urethane, or other approved product(s).

Trucks shall be equipped so as to be capable of plowing snow and sanding under all storm conditions. All vehicles being used by the Contractor must be owned and registered to the Contractor and all vehicles must be manned and operated by employees of the Contractor.

All equipment used in the performance of services shall have amber flashing lights and strobe lights. These lights shall be on and in working condition at all times during operations. Vehicles not meeting this criterion shall be taken out of service immediately, no exceptions are to be made.

All equipment used in the performance of services shall be fitted with rubber tires. No metal chains shall be on the equipment.

All equipment shall be free of foreign substance on all areas to be utilized in the plowing of the job site. A foreign substance is defined as any of the following: motor vehicle fluids (oil, gas, diesel, grease); plow fluids (fluids, grease); tobacco (no form of tobacco shall be in use in the vehicles while at the facility); and vehicle refuse (trash in vehicle that may escape into the plowing area). Vehicles and/or equipment that do not meet the above criterion shall be immediately taken out of service until the problem(s) are corrected. No exceptions are allowed.

In the event of a hazardous waste spill, any captured hazardous materials must be disposed of promptly and properly. This disposal shall take place within two (2) working days of the incident. The Contractor shall be required to provide copies of all disposal records and logs.

The Contractor shall report all accidents involving injury or major damage immediately after occurrence to the police (if necessary), to the facility location contact, and the Contract Manager.

Damage to curbing, pavement, grates, guard rails, etc. shall be reported at the earliest opportunity, no later than four (4) hours after occurrence to the facility location contact. Damages noted above are to be repaired by the Contractor, at the Contractor's expense, as soon as possible after occurrence. Final payment shall not be made unless all repairs have been completed and approved by the facility location contact.

The Contractor shall establish and implement methods of ensuring that all card keys and keys issued to the Contractor by the State are not lost or misplaced. The Contractor shall ensure that the card keys and keys are not used by unauthorized persons. No card keys and keys issued to the Contractor shall be duplicated. The Contractor shall report the loss of key cards and keys to the facility contact. In the event keys are lost, the Contractor shall be required to rekey or replace the affected lock(s). The State, at its discretion, may replace the affected lock(s) or perform the rekeying. When the replacement of lock(s) or rekeying is performed by the State, the total cost of rekeying or lock replacement shall be deducted from the monthly payment due to the Contractor.

It is the responsibility of the Contractor to prohibit the use of keys issued by the State to any person(s) other than the employees of the Contractor.

The Contractor shall complete spring clean-up prior to requesting a sign-off for the end of season from the facility location. The final payment shall be invoiced after the clean-up has occurred and been approved.

**SITE SPECIFIC REQUIREMENTS:**

<p>General Services Steam Plant</p>	<p>Concord</p>	<p>All parking spaces and travel lanes shall be cleared and treated with ice melt prior to 7am M-F And by 9am on weekends and holidays unless otherwise specified.                  Snow must be removed off site from parking lot and all parking spaces. There is no snow storage areas available in the parking lot. During a snow storm you are allowed to pile snow in designated parking spaces but all parking spaces must be usable and snow removed off site within 24 hours after the end of the storm.                  During business hours the Vendor shall provide snowplowing service as needed to ensure that no more than two inches has accumulated in travel lanes. All parking spaces shall be useable to the extent possible. Sand and/or salt shall be applied to all parking spaces and travel lanes to ensure that they are kept clear of snow</p>
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Contractor Initials *JR*  
 Date *4/20/2021*

		<p>and ice hazards each time the parking lot and travel lanes are plowed.  Backup generator must not be plowed in and access to it must be available 24/7.  Snow must be back dragged away from the building doors, allowing for overhead doors and entrance doors to be usable.  If under 2 inches of snow has accumulated, Vendor should provide plowing and salt/sand after business hours so the parking spaces and travel lanes are clear of all snow and ice hazards by 7am.  The expectation during a snow storm is black and wet pavement in the travel lanes and empty parking spaces and 24 hours after the snow storm all travel lanes and parking spaces have black and dry pavement.  There is no minimum amount of ice before parking spaces and travel lanes should be treated.  Snow piling in Handicap spaces is prohibited. All handicap spaces should be completely clear of snow and ice at all times with the exception that there is a car parked in them.  Snow piling in travel lanes is prohibited.  No pushing snow against the building.  Plowing snow onto walkways is prohibited. Vendor is responsible for removal of any snow plowed onto sidewalks.  Vendor is not allowed to plow in fire hydrants and will be responsible for removal of any snow that they have plowed in and around fire hydrants.  Vendor may be called in for ice or snow removal at any time and in-between storms for the following conditions: snow melt that has refrozen, blowing or drifting snow, ice fog or the parking lot was not cleared after a snow storm.  For spring cleanup, the Vendor shall be responsible for repair of any damages.</p>
<p>State Police  Troop D  139 Iron  Works Road</p>	<p>Concord</p>	<p>All parking spots shall be useable by 7 AM.  Location is open 24/7.  Vendor shall provide snowplowing services as needed to assure that no more than two (2) inches have accumulated in travel lanes.  The Vendor shall shovel, sand, and/or salt all public and employee access areas and walkways to ensure that they are kept clear of snow and ice hazards each time parking lot is plowed throughout the day.  Salt and sand barrels shall be placed at building entrances and exits each plow season no later than November 1 and removed no later than May 15. The Vendor is responsible for filling the barrels.  Snow must be removed within two (2) business days after the storm ends.  For spring cleanup the Vendor shall repair any damages.</p>
<p>State Police  Hanger/Troop  G  33 Hazen  Drive</p>	<p>Concord</p>	<p>The Vendor shall maintain entrance and exit snow banks to ensure that safe entering and exiting to and from Airport Road.  All parking spots shall be useable by 8:00 am after the storm ends (assuming vehicles can be moved).  The Vendor shall treat facility with salt or equivalent. Sand shall not be used.  Contractor to supply 20-50 pound bags (or equivalent) of magnesium chloride no later than November 1 each season.  Salt barrels shall be placed at all building entrances/exits no later than November 1 of each plow season. The Vendor shall be responsible for filling them. Barrels shall be removed no later than May 15 each year.  Vendor shall be responsible for maintaining walkways to doorways, including surface treatments, shoveling, plowing or snow blowing.  Vendor shall maintain clear access to trash dumpster.  For spring cleanup the Vendor shall repair any damages.</p>
<p>Purchase and  Property  Warehouse  12 Hills  Avenue</p>	<p>Concord</p>	<p>All parking spots shall be useable by 5:30 am Monday thru Friday  This includes the long parking area that runs along Storrs St., The parking lot that is on the south side of the building and the entire street and fenced in parking area at the end of the street that the State utilizes to access the South Main Street entrance to the building.  The bay doors need to be kept clear during snow storms to accommodate delivery trucks entering and exiting the building. Trucks enter and exit these doors 5:30 am to 5:00 pm Monday thru Friday.  Snow shall be removed off site and all parking spots shall be useable with in forty-eight (48) hours after the storm ends.  During business hours the Vendor shall provide snowplowing service as needed to ensure that no more than two (2) inches has accumulated in travel lanes. All parking spaces shall be useable to the extent possible.  Sand and/or salt shall be applied to all parking spaces and travel lanes to ensure that they are kept clear of snow and ice hazards each time the parking lot and travel lanes are plowed.  If under 2 inches of snow has accumulated, Vendor should provide plowing and salt/sand after business hours so the parking spaces and travel lanes are clear of all snow and ice hazards by 7am.  The expectation during a snow storm is black and wet pavement in the travel lanes and empty parking spaces and 24 hours after the snow storm all travel lanes and parking spaces have black and dry pavement.  There is no minimum amount of ice before parking spaces and travel lanes should be treated.  Snow piling in Handicap spaces is prohibited. All Handicap spaces should be completely clear of snow and ice at all times with the exception that there is a car parked in them.  Snow piling in travel lanes is prohibited.  No pushing snow against the building.  Plowing snow onto walkways is prohibited. Vendor is responsible for removal of any snow plowed onto</p>

		<p>sidewalks.</p> <p>Vendor is not allowed to plow in fire hydrants and will be responsible for removal of any snow that they have plowed in and around fire hydrants.</p> <p>Vendor may be called in for ice or snow removal at any time and in-between storms for the following conditions: snow melt that has refrozen, blowing or drifting snow, ice fog or the parking lot was not cleared after a snow storm.</p>
<p>State House Annex</p> <p>25 Capitol Street</p>	<p>Concord</p>	<p>All parking spaces and travel lanes shall be cleared and treated with ice melt prior to 7am M-F And by 9am on weekends and holidays unless otherwise specified.</p> <p>The parking lots for this building are off of School Street and include the main parking lot, the roadway going to the mail room and on the east side along the building and the small road way leading to Capitol St.</p> <p>Snow must be removed off site from parking lot and all parking spaces. There is no snow storage areas available in the parking lot. During a snow storm you are allowed to pile snow in designated parking spaces but all parking spaces must be usable and snow removed off site within 24 hours after the end of the storm.</p> <p>During business hours the Vendor shall provide snowplowing service as needed to ensure that no more than two inches has accumulated in travel lanes. All parking spaces shall be useable to the extent possible. Sand and/or salt shall be applied to all parking spaces and travel lanes to ensure that they are kept clear of snow and ice hazards each time the parking lot and travel lanes are plowed.</p> <p>If under 2 inches of snow has accumulated, Vendor should provide plowing and salt/sand after business hours so the parking spaces and travel lanes are clear of all snow and ice hazards by 7am.</p> <p>The expectation during a snow storm is black and wet pavement in the travel lanes and empty parking spaces and 24 hours after the snow storm all travel lanes and parking spaces have black and dry pavement.</p> <p>There is no minimum amount of ice before parking spaces and travel lanes should be treated.</p> <p>Snow piling in Handicap spaces is prohibited. All Handicap spaces should be completely clear of snow and ice at all times with the exception that there is a car parked in them.</p> <p>Snow piling in travel lanes is prohibited.</p> <p>No pushing snow against the building.</p> <p>Plowing snow onto walkways is prohibited. Vendor is responsible for removal of any snow plowed onto sidewalks.</p> <p>Vendor is not allowed to plow in fire hydrants and will be responsible for removal of any snow that they have plowed in and around fire hydrants.</p> <p>Vendor may be called in for ice or snow removal at any time and in-between storms for the following conditions; snow melt that has refrozen, blowing or drifting snow, ice fog or the parking lot was not cleared after a snow storm.</p> <p>For spring cleanup, the Vendor shall be responsible for repair of any damages</p> <p>Primary business hours are 7 am to 5 pm Monday thru Friday</p>
<p>State Library</p> <p>20 Park Street</p>	<p>Concord</p>	<p>All parking spaces and travel lanes shall be cleared and treated with ice melt prior to 7am M-F And by 9am on weekends and holidays unless otherwise specified.</p> <p>Snow must be removed off site from parking lot and all parking spaces. There is no snow storage areas available in the parking lot. During a snow storm you are allowed to pile snow in designated parking spaces but all parking spaces must be usable and snow removed off site within 24 hours after the end of the storm.</p> <p>During business hours the Vendor shall provide snowplowing service as needed to ensure that no more than two inches has accumulated in travel lanes. All parking spaces shall be useable to the extent possible. Sand and/or salt shall be applied to all parking spaces and travel lanes to ensure that they are kept clear of snow and ice hazards each time the parking lot and travel lanes are plowed.</p> <p>If under 2 inches of snow has accumulated, Vendor should provide plowing and salt/sand after business hours so the parking spaces and travel lanes are clear of all snow and ice hazards by 7am.</p> <p>The expectation during a snow storm is black and wet pavement in the travel lanes and empty parking spaces and 24 hours after the snow storm all travel lanes and parking spaces have black and dry pavement.</p> <p>There is no minimum amount of ice before parking spaces and travel lanes should be treated.</p> <p>Snow piling in Handicap spaces is prohibited. All Handicap spaces should be completely clear of snow and ice at all times with the exception that there is a car parked in them.</p> <p>Snow piling in travel lanes is prohibited.</p> <p>No pushing snow against the building.</p> <p>Plowing snow onto walkways is prohibited. Vendor is responsible for removal of any snow plowed onto sidewalks.</p> <p>Vendor is not allowed to plow in fire hydrants and will be responsible for removal of any snow that they have plowed in and around fire hydrants.</p> <p>Vendor may be called in for ice or snow removal at any time and in-between storms for the following conditions; snow melt that has refrozen, blowing or drifting snow, ice fog or the parking lot was not cleared after a snow storm.</p> <p>For spring cleanup, the Vendor shall be responsible for repair of any damages</p>
<p>Johnson Hall</p> <p>107 Pleasant</p>	<p>Concord</p>	<p>All parking spaces and travel lanes shall be cleared and treated with ice melt prior to 7am M-F And by 9am on weekends and holidays unless otherwise specified.</p> <p>During business hours storms the Vendor shall provide snowplowing service as needed to ensure that no more</p>

Street		<p>than two inches have accumulated in travel lanes. All parking spaces shall be useable to the extent possible. Sand and/or salt shall be applied to all parking spaces and travel lanes to ensure that they are kept clear of snow and ice hazards each time the parking lot and travel lanes are plowed.</p> <p>If under 2 inches of snow has accumulated Vendor should provide plowing and salt/sand after business hours so the parking spaces and travel lanes are clear of snow and ice hazards by 7am.</p> <p>There is no minimum amount of ice before all parking spaces and travel lanes should be treated. No pushing snow against the building.</p> <p>The expectation during a snow storm is black and wet pavement in the travel lanes and empty parking spaces and 24 hours after the snow storm all travel lanes and parking spaces have black and dry pavement.</p> <p>If parking lots or parking spaces have a roadway going into or by the parking lot and parking spaces the vendor is responsible for removing any snow the roadway plow trucks have left in parking spaces and roadways.</p> <p>Snow piling in Handicap spaces is prohibited. All Handicap spaces should be completely clear of snow and ice at all times with the exception that there is a car parked in them.</p> <p>Snow piling in travel lanes is prohibited.</p> <p>Snow piling in parking spaces is not to exceed 5 percent of total parking spaces. Snow piling is not allowed in travel lanes. The State may request that snow not be piled in certain areas or parking spaces. If snow piles take up more than 5 % of parking lot Vendor may be asked to remove the snow off site.</p> <p>The State shall allow the Vendor to store equipment on site per pre arrangement with the state when space is available.</p> <p>Plowing snow onto walkways is prohibited. Vendor is responsible for removal of any snow plowed onto sidewalks.</p> <p>Vendor is not allowed to plow in fire hydrants and will be responsible for removal of any snow that they have plowed in and around fire hydrants.</p> <p>Vendor may be called in for ice or snow removal at any time between storms for the following conditions snow melt that has refrozen, blowing or drifting snow, ice fog or the parking lot was not cleared after a snow storm.</p> <p>For spring cleanup, the Vendor shall be responsible for repair of any damages and shall sweep plowed areas removing all debris after all the snow is melted.</p> <p>Primary business hours are 7 am to 5 pm Monday thru Friday</p>
Londergan Hall 101 Pleasant Street	Concord	<p>All parking spaces and travel lanes shall be cleared and treated with ice melt prior to 7am M-F. And by 9am on weekends and holidays unless otherwise specified.</p> <p>During business hours storms the Vendor shall provide snowplowing service as needed to ensure that no more than two inches have accumulated in travel lanes. All parking spaces shall be useable to the extent possible. Sand and/or salt shall be applied to all parking spaces and travel lanes to ensure that they are kept clear of snow and ice hazards each time the parking lot and travel lanes are plowed.</p> <p>If under 2 inches of snow has accumulated Vendor should provide plowing and salt/sand after business hours so the parking spaces and travel lanes are clear of snow and ice hazards by 7am.</p> <p>There is no minimum amount of ice before all parking spaces and travel lanes should be treated. No pushing snow against the building.</p> <p>The expectation during a snow storm is black and wet pavement in the travel lanes and empty parking spaces and 24 hours after the snow storm all travel lanes and parking spaces have black and dry pavement.</p> <p>If parking lots or parking spaces have a roadway going into or by the parking lot and parking spaces the vendor is responsible for removing any snow the roadway plow trucks have left in parking spaces and roadways.</p> <p>Snow piling in Handicap spaces is prohibited. All Handicap spaces should be completely clear of snow and ice at all times with the exception that there is a car parked in them.</p> <p>Snow piling in travel lanes is prohibited.</p> <p>Snow piling in parking spaces is not to exceed 5 percent of total parking spaces. Snow piling is not allowed in travel lanes. The State may request that snow not be piled in certain areas or parking spaces. If snow piles take up more than 5 % of parking lot Vendor may be asked to remove the snow off site.</p> <p>The State shall allow the Vendor to store equipment on site per pre arrangement with the state when space is available.</p> <p>Plowing snow onto walkways is prohibited. Vendor is responsible for removal of any snow plowed onto sidewalks.</p> <p>Vendor is not allowed to plow in fire hydrants and will be responsible for removal of any snow that they have plowed in and around fire hydrants.</p> <p>Vendor may be called in for ice or snow removal at any time between storms for the following conditions snow melt that has refrozen, blowing or drifting snow, ice fog or the parking lot was not cleared after a snow storm.</p> <p>For spring cleanup, the Vendor shall be responsible for repair of any damages and shall sweep plowed areas removing all debris after all the snow is melted.</p> <p>Primary business hours are 7 am to 5 pm Monday thru Friday</p>
Spaulding Hall 95 Pleasant Street		<p>All parking spaces and travel lanes shall be cleared and treated with ice melt prior to 7am M-F. And by 9am on weekends and holidays unless otherwise specified.</p> <p>During business hours storms the Vendor shall provide snowplowing service as needed to ensure that no more than two inches have accumulated in travel lanes. All parking spaces shall be useable to the extent possible. Sand and/or salt shall be applied to all parking spaces and travel lanes to ensure that they are kept clear of snow and ice hazards each time the parking lot and travel lanes are plowed.</p> <p>If under 2 inches of snow has accumulated Vendor should provide plowing and salt/sand after business hours so the parking spaces and travel lanes are clear of snow and ice hazards by 7am.</p>

Contractor Initials *JR*  
Date *4/20/2021*

	<p>There is no minimum amount of ice before all parking spaces and travel lanes should be treated.          No pushing snow against the building.          The expectation during a snow storm is black and wet pavement in the travel lanes and empty parking spaces and 24 hours after the snow storm all travel lanes and parking spaces have black and dry pavement.          If parking lots or parking spaces have a roadway going into or by the parking lot and parking spaces the vendor is responsible for removing any snow the roadway plow trucks have left in parking spaces and roadways.          Snow piling in Handicap spaces is prohibited. All Handicap spaces should be completely clear of snow and ice at all times with the exception that there is a car parked in them.          Snow piling in travel lanes is prohibited.          Snow piling in parking spaces is not to exceed 5 percent of total parking spaces. Snow piling is not allowed in travel lanes. The State may request that snow not be piled in certain areas or parking spaces. If snow piles take up more than 5 % of parking lot Vendor may be asked to remove the snow off site.          The State shall allow the Vendor to store equipment on site per pre arrangement with the state when space is available.          Plowing snow onto walkways is prohibited. Vendor is responsible for removal of any snow plowed onto sidewalks.          Vendor is not allowed to plow in fire hydrants and will be responsible for removal of any snow that they have plowed in and around fire hydrants.          Vendor may be called in for ice or snow removal at any time between storms for the following conditions snow melt that has refrozen, blowing or drifting snow, ice fog or the parking lot was not cleared after a snow storm.          For spring cleanup, the Vendor shall be responsible for repair of any damages and shall sweep plowed areas removing all debris after all the snow is melted.          Primary business hours are 7 am to 5 pm Monday thru Friday</p>
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Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

#### **5. TERMINATION**

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

#### **6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR**

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2440-21, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55ghaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55ghaeqs45jpyq5i45))/welcome.aspx)

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

#### **7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

#### **8. INSURANCE**

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

#### **9. CONFIDENTIALITY & CRIMINAL RECORD**

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

Contractor Initials *JR*  
Date *4/20/21*

**EXHIBIT C  
METHOD OF PAYMENT**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide Snow Plowing services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$110,797.75; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

**2. PRICING STRUCTURE**

Location Name	Address to be Serviced	August 2021 - July 2022	August 2022 - July 2023	August 2023 - July 2024
General Services Steam Plant	Concord	\$3,804	\$3,805	\$3,807.25
State Police Troop D	139 Iron Works Road Concord	\$4,100	\$4,200	\$4,250
State Police Hanger/Troop G	33 Hazen Drive Concord	\$2,800	\$2,850	\$2,899.25
Purchase and Property Warehouse	12 Hills Avenue Concord	\$4,550	\$4,599.25	\$4,600
State House Annex	25 Capitol Street Concord	\$2,950	\$3,050	\$3,500
State Library	20 Park Street Concord	\$6,440	\$6,448	\$6,450.25

Johnson Hall, Londergan Hall, Spaulding Hall	Concord	\$11,790	\$11,854	\$12,050.75
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**3. ADDING LOCATIONS AFTER AWARD(S):**

The State shall procure services for added locations under this contract utilizing the following steps:

1. When adding a location, the State will issue a Request for Quote ("RFQ") containing the location to be added and the facility requirements, by the Contract Manager, to all the contractors.
2. The Contractor shall submit a quote offering by the due date referenced in each RFQ.
3. The contractor offering the lowest cost, meeting specifications, for the service shall be selected.

If no bids are received by any of the contractors, a RFB will be posted to the State's bid website and be open to all vendors.

**4. INVOICE**

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

The contracted rate for the period of October through April should be billed in monthly installments.

All invoices shall include the location and the month that is being billed. All invoices for the month being invoiced shall occur after the month ends and payment shall be net 30 upon acceptance of work by the agency. April's payment shall occur after a facility sign-off sheet has been completed. The State shall use the invoice date or the facility sign-off sheet date, whichever is later, as the basis for the net 30.

The invoice shall be sent to the address of the using agency under agreement.

**5. PAYMENT**

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

Contractor Initials: *JK*  
Date: *4/26/2021*

**EXHIBIT D**

RFB #2440-21 is incorporated here within.

Contractor Initials *R*  
Date *1/26/21*

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Raymond's Landscaping LLC</b>			
2 Business name/disregarded entity name, if different from above			
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.			4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	<input type="checkbox"/> Trust/estate		
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.			Exempt payee code (if any): _____
<input type="checkbox"/> Other (see instructions) ▶ _____			Exemption from FATCA reporting code (if any): _____
5 Address (number, street, and apt. or suite no.) See instructions. <b>211 Bog Road</b>			Requester's name and address (optional)
6 City, state, and ZIP code <b>Concord, NH 03303</b>			
7 List account number(s) here (optional)			

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																	
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2	0	-	3														
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### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶

Date ▶ 1/5/2021

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Janice Jobin <b>PHONE (A/C No. Ext):</b> (603) 669-3218 <b>FAX (A/C No.):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> jjobin@crossagency.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Chic Security Ins Co	<b>NAIC #</b> 24082
		<b>INSURER B:</b> Ohio Casualty Insurance Company	24074
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 20-21 All Lines      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD. INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			BKS56885815	10/14/2020	10/14/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MFL EXP (Any one person) \$ 15,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROMISS \$ 2,000,000 Limited Pollution \$ Included
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			BAS56885815	10/14/2020	10/14/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> RETENTION \$ 10,000			USO96885815	10/14/2020	10/14/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROP RTOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below Y/N    N/A			XWS56885815 (3a.) NH	10/14/2020	10/14/2021	<input checked="" type="checkbox"/> PER STATE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  For Informational Purposes Only Informational Purposes Only	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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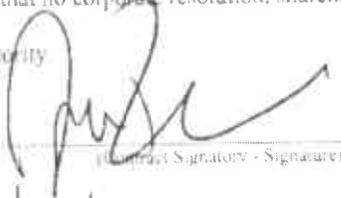
**CERTIFICATE OF AUTHORITY/VOTE**  
(Limited Liability Company)

I, JEFFREY RAYMOND, hereby certify that:  
(Name of Sole Member Manager of Limited Liability Company, Contract Signatory - Print Name)

1. I am the Sole Member/Manager of the Company of RAYMOND'S LANDSCAPING LLC  
(Name of Limited Liability Company)

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind RAYMOND'S LANDSCAPING LLC  
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority

  
(Contract Signatory - Signature)

4/20/2021  
(Date)

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

On this the 20<sup>TH</sup> day of JUNE, 2021, before me ANGELA RAYMOND  
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared JEFFREY RAYMOND, known to me (or  
(Contract Signatory - Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)

  
(Notary Public - Justice of the Peace - Signature)

Commission Expires: \_\_\_\_\_ ANGELA K. RAYMOND  
Justice of the Peace - New Hampshire  
My Commission Expires September 27, 2022

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RAYMOND'S LANDSCAPING, L.L.C. is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on September 27, 2005. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 545007

Certificate Number: 0005350098



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 15th day of April A.D. 2021.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State